

Before The  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS  
NON-PUBLISHED RATES 14 (MC2018-186)

Docket No.  
CP2018-260

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION TWO TO THE GLOBAL EXPEDITED PACKAGE SERVICES - NON-  
PUBLISHED RATES 14 CUSTOMER CONTRACT  
WITH SERIAL NUMBER ENDING: 0242  
(March 24, 2020)**

In Order No. 4866, the Postal Regulatory Commission (Commission) directed that should a negotiated service agreement

permit modification, the Postal Service may file a Notice including a signed modification extending the contract. Such notices must be filed no later than seven days prior to the contract's expiration date. Under current practice, the Commission reviews a modification that does not materially affect the financial analysis of the agreement without setting it for public comment, and issues an order approving or denying the modification.[] Consistent with Order No. 2017, the Commission does not take action on extension modifications filed as part of "Non-Published Rates" type agreements.<sup>1</sup>

In Order No. 4702, the Postal Regulatory Commission (Commission) added the Global Expedited Package Services - Non-Published Rates Contract 14 (GEPS - NPR 14) product to the competitive product list and directed the United States Postal Service (Postal Service) to provide notice of changes to the termination date of any GEPS - NPR 14 contract.<sup>2</sup>

<sup>1</sup> PRC Order No. 4866, Order Approving Modifications and Providing Guidance Regarding Extending Negotiated Service Agreements, Docket Nos. CP2017-253, CP2017-259, CP2017-306, and CP2018-4, October 30, 2018, at 4.

<sup>2</sup> PRC Order No. 4702, Order Concerning the Addition of Global Expedited Package Services (GEPS) - Non-Published Rates 14 to the Competitive Product List, Docket Nos. MC2018-186 and CP2018-260, July 9, 2018, at 7-8.

This notice concerns the GEPS - NPR 14 customer agreement with serial number NPR14-FY19-DEC18-N-T7-0242 (Agreement), an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's March 8, 2019 filing in this docket.<sup>3</sup>

The Agreement is currently scheduled to expire on March 31, 2020, in accordance with Article 12 of the Agreement. Attached to this notice is Modification Two.<sup>4</sup> The modification revises Article 12 so that it states that the Agreement will expire April 30, 2020.

A redacted version of Modification Two is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's notice of March 25, 2019, in this docket.<sup>5</sup> The application protects from disclosure the information that has been redacted from the modification that the Postal Service is filing today with this notice.

Therefore, the Postal Service respectfully requests that the Commission continue to list the Agreement in the Mail Classification Schedule through April 30, 2020.

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<sup>3</sup> Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 14 Serial Numbers Ending: 0237-0265, Docket No. CP2018-260, March 8, 2019.

<sup>4</sup> In this instance, the Postal Service is filing an unsigned modification, because the customer has indicated that it plans to sign the modification soon.

<sup>5</sup> Notice of the United States Postal Service of Filing Modification One Terminating the Global Expedited Package Services – Non-Published Rates 14 Customer Contract with Serial Number Ending: 0185, Docket No. CP2018-260, March 25, 2019.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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March 24, 2020

**MODIFICATION TWO TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on February 13, 2019, and by the USPS on February 14, 2019, and as amended by Modification One, signed by the Mailer and by the USPS on February 13, 2020. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Article 12 Term of the Agreement shall now read as follows:

**12. Term of the Agreement.** The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. The Agreement shall remain in effect until 11:59 p.m. on April 30, 2020, unless terminated sooner pursuant to Article 13, Article 14, or Article 34.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2018-260 Serial Number NPR14-FY19-DEC18-N-T7-0242). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3007 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

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In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ON BEHALF OF** [REDACTED]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_